

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**

✓ **ASBESTOS EXCLUSION**

This policy does not apply to:

Any claim, "suit," demand or loss that alleges "bodily injury," "property damage," or "personal and advertising injury," (including but not limited to, compliance with any request, demand, order, or statutory or regulatory requirement or any other action authorized or required by law) including any costs, fees, expenses, penalties, judgments, fines, or sanctions arising there from, which arises out of, or would not have occurred, in whole or in part, but for the "asbestos hazard."

As used in this exclusion, "asbestos hazard" means:

- (1) actual, alleged or threatened exposure to asbestos in any manner or form whatsoever, either directly or indirectly, or
- (2) the failure to warn, advise or instruct related to asbestos in any manner or form whatsoever, or
- (3) the failure to prevent exposure to asbestos in any manner or form whatsoever, or
- (4) the presence of asbestos in any place whatsoever, whether or not within a building or structure.

All other terms and conditions of this Policy remain unchanged.

Endorsement Number:

This endorsement is effective on the inception date of this policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

✓ Policy Number: 11GPP2056800

✓ Named Insured: TISHMAN CONSTRUCTION

Endorsement Effective Date:



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DEDUCTIBLE LIABILITY COVERAGE**

**(Allocated Loss Adjustment Expenses Within Deductible Paid by You)**

This endorsement modifies insurance provided under the following:

**Commercial General Liability Coverage Part**

With respect to coverage provided by this endorsement, the provisions of the policy apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement effective 12:01 A.M. standard time	Policy No. 11GPP2056800 /
Named Insured TISHMAN CONSTRUCTION	Countersigned by

(Authorized Representative)

**SCHEDULE**

Coverage	Amount and Basis of Deductible	
Bodily Injury Liability	\$	per "claim"
	\$	per "occurrence"
Property Damage Liability	\$	per "claim"
	\$	per "occurrence"
Bodily Injury Liability and Property Damage Liability Combined	\$	per "claim"
	✓ \$	per "occurrence" ✓
Personal and Advertising Injury	\$	per "claim"
	✓ \$	per any one person or organization ✓
Damage to Premises Rented to You (or Fire Damage if indicated as such in your policy)	✓ \$	per premises (or per fire if indicated as such in your policy) ✓
Medical Expenses	✓ \$	per person ✓
Deductible Aggregate	✓ \$	

(If no entry appears in the Schedule above, information required to complete this endorsement will be shown in the Declarations as applicable to this Endorsement.)



The Policy is changed as follows:

# I. DEDUCTIBLE

- A. Our obligation under the Policy to pay damages on behalf of any insured applies only to the amount of damages in excess of any deductible amounts stated in the above Schedule as applicable to such coverages. The Limits of Insurance set forth in the Declarations applicable to this Endorsement for such coverages will be reduced by the amount of such deductible. The "Aggregate" Limits of Insurance stated in the Declarations of the Policy for such coverages shall be reduced by the application of such deductible amount.
- B. If the policy period is longer than one year, the Deductible Aggregate amount applies separately to each policy year. Each policy year begins with the inception or anniversary date of the policy and ends at the earlier of the next anniversary date or the expiration of the policy.
- C. The terms of this insurance, including those with respect to:
  1. Our right and duty to defend any "suit" seeking those damages; and
  2. Your duties in the event of an "occurrence", claim, or "suit"

apply irrespective of the application of the deductible amount. Defense costs, however, will not be included in any deductible amount paid by you.

- D. The deductible amounts stated in the above Schedule on a "per claim" basis, a "per occurrence" basis, "per any one person or organization" basis, "per premises" (or "per fire" if indicated as such in your policy) basis and as an "Aggregate" apply as follows:
  1. **PER CLAIM BASIS**—if the deductible is on a "per claim" basis, the deductible amount applies:
    - a. Under the Bodily Injury Liability or Property Damage Liability coverage, respectively:
      - (i) To all damages because of "bodily injury" sustained by one person, or
      - (ii) To all damages because of "property damage" sustained by one person or organization, as the result of any one "occurrence."
    - b. Under Bodily Injury Liability and Property Damage Liability coverage combined, to all damages because of "bodily injury" and "property damage" sustained by one person or organization as the result of any one "occurrence."
    - c. Under the Personal and Advertising Injury coverage, to all damages because of all "personal injury" and all "advertising injury" (or "personal and advertising injury" if defined as such in your policy) sustained by one person or organization.
  2. **PER OCCURRENCE BASIS** — if the deductible is on a "per occurrence" basis, the deductible amount applies:
    - a. Under Bodily Injury Liability or Property Damage Liability Coverage, respectively:
      - (i) To all damages because of "bodily injury" as the result of any one "occurrence", or
      - (ii) To all damages because of "property damage" as the result of any one "occurrence"

regardless of the number of persons or organizations who sustain damages because of that "occurrence."



- b. Under Bodily Injury Liability and Property Damage Liability Coverage combined, to all damages because of "bodily injury" and "property damage" as the result of any one "occurrence" regardless of the number of persons or organizations who sustain damages because of that "occurrence."
3. **DEDUCTIBLE AGGREGATE**—if a "Deductible Aggregate" is shown in the above Schedule:
- a. When as a result of the application of deductibles, the total of all deductibles paid by you exceeds the amount shown as "Deductible Aggregate" in the above Schedule, we will then pay for all damages that would otherwise be payable without applying any further deductibles, but the amount we will pay is limited as described under all provisions of the Policy applying to the Limits of Insurance.
  - b. The "Deductible Aggregate" amount applies separately to each Policy year. Each Policy year:
    - (i) begins with the inception or anniversary date of the Policy; and
    - (ii) ends at the next anniversary date or the expiration of the Policy.

## II. **ALLOCATED LOSS ADJUSTMENT EXPENSES**

"Allocated Loss Adjustment Expenses" for claims within the Deductible amount shall be paid by you and shall reduce the Deductible amount stated in the above Schedule. After the Deductible amount has been exceeded by your payments of claims and related "Allocated Loss Adjustment Expenses", or after exhaustion of any Deductible Aggregate, we shall pay all "Allocated Loss Adjustment Expenses". "Allocated Loss Adjustment Expenses" shall not reduce the applicable Limit of Insurance shown in the policy.

"Allocated Loss Adjustment Expenses" is defined as those expenses under the "Supplementary Payments" section of the policy which we directly allocate to a particular claim or "suit". "Allocated Loss Adjustment Expenses", however, shall not include prejudgment interest, applicable interest, or defense costs.

## III. **OUR RIGHT TO REIMBURSEMENT**

When we pay all or any part of any Deductible shown in the Schedule, you must promptly reimburse us for: a) the Deductible or that part of the Deductible amount paid by us, and b) all related "Allocated Loss Adjustment Expenses" within the Deductible amount we incur in accordance with Section II hereof.

If we require collateral or other security to secure deductible amounts and other obligations under the Deductible Liability Coverage Endorsement, you shall provide such collateral or other security in an amount and form as we may determine.

We will pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

Upon notification of payment by us, you will promptly reimburse us for any such amounts that we have paid.

We may mutually agree upon a final payment amount to satisfy your present and future payment obligations under this Deductible Liability Coverage Endorsement. Payment by you of such amount will end your obligations to make payments to us under that endorsement.

All other terms, conditions and exclusions of the policy (including any other endorsements thereto) not inconsistent with the provisions of this endorsement remain in full force and effect.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**FELLOW EMPLOYEE ENDORSEMENT – NEW YORK**

1. Section II – Who Is An Insured – 2. a. (1)(a) is deleted and replaced by the following:
  - (a) To you , to your partners or members (if you are a partnership or joint venture) to your members (if you are a limited liability company), to a co-"employee" above the level of "supervisor" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
2. "supervisor" means an "employee":
  - (a) to whom one or more "employees" directly reports; and
  - (b) to whom you have given the authority to direct the activities of other "employees".

All other terms and conditions of this Policy remain unchanged.

Policy Number: 11GPP2056800

Named Insured: TISHMAN CONSTRUCTION

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date:

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Authorized Representative



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

✓ **NON-OWNED WATERCRAFT ENDORSEMENT**

This endorsement makes the following modification to this insurance.

1. Section I – Exclusions – g. (2) (a) is deleted and replaced with the following:
  - (a) Less than 75 feet long.

All other terms and conditions of this Policy remain unchanged.

Policy Number: 11GPP2056800

Named Insured: TISHMAN CONSTRUCTION

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date:

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Authorized Representative



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED -- AUTOMATIC STATUS WHEN REQUIRED IN  
CONSTRUCTION AGREEMENT WITH YOU -- COMPLETED OPERATIONS -- PRIMARY  
AND NON-CONTRIBUTORY ENDORSEMENT -- DESIGNATED LOCATIONS**

This endorsement modifies insurance provided under the following:

Section II -- Who is an Insured is amended to include as an insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization is an additional insured on your policy. Such person or organization is an additional insured only with respect to liability arising out of:

- i) "your work" at the location(s) designated below; or
- ii) the "products-completed operations hazard."

Coverage afforded to these additional insured parties will be primary to, and non-contributory with, any other insurance available to that person or organization.

Location(s): THE EMPIRE CITY CASINO AT YONKERS RACEWAY PROJECT,  
TISHMAN PROJECT NUMBER C-0199, LOCATED AT 810 CENTRAL  
AVENUE, YONKERS, NEW YORK, 10704; AND APPLICABLE FOR  
ACCEPTED CONTRACTORS ONLY UNDER THE CONTRACTOR  
CONTROLLED INSURANCE PROGRAM FOR THIS PROJECT.

All other terms and conditions of this Policy remain unchanged.

Policy Number: 11GPP2056800

Named Insured: TISHMAN CONSTRUCTION

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date:

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Authorized Representative



COMMERCIAL GENERAL LIABILITY  
CG 01 04 12 01

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## NEW YORK CHANGES - PREMIUM AUDIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. Paragraph b. of the **Premium Audit** Condition (Section IV) is replaced by the following:

**5. Premium Audit**

b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. An audit to determine the final premium due or to be refunded will be completed within 180 days after the expiration date of the policy. But the audit may be waived if the total annual premium attributable to the auditable exposure base is not reasonably expected to exceed \$1500. If the sum of the advance and audit premiums paid for the policy term is greater than the earned premium, we will return the excess to the first Named Insured.

B. Except as provided in Paragraph A. above, the **Examination Of Your Books And Records** Common Policy Condition continues to apply.



COMMERCIAL GENERAL LIABILITY  
CG 01 63 09 99

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW YORK CHANGES  
COMMERCIAL GENERAL LIABILITY COVERAGE FORM

This endorsement modifies insurance provided under the following:

## COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Paragraph 1. **Insuring Agreement** of Section I - Coverage A - **Bodily Injury And Property Damage Liability** is replaced by the following:1. **Insuring Agreement**

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages even if the allegations of the "suit" are groundless, false or fraudulent. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III - Limits Of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments - Coverages A and B.

- b. This insurance applies to "bodily injury" and "property damage" only if:
- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
  - (2) The "bodily injury" or "property damage" occurs during the policy period; and

- (3) Prior to the policy period, no insured listed under Paragraph 1. of Section II - Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

- c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

- d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or



- (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.
  - c. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".
- B. Paragraph 1.a. of **Section I - Coverage B - Personal And Advertising Injury Liability** is replaced by the following:
  - 1. **Insuring Agreement**
    - a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages even if the allegations of the "suit" are groundless, false or fraudulent. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:
- (1) The amount we will pay for damages is limited as described in **Section III - Limits Of Insurance**; and
  - (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under **Coverages A and B** or medical expenses under **Coverage C**.
- No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **Supplementary Payments - Coverages A and B**.
- C. The following is added as Paragraph e. to the **Duties In The Event Of Occurrence, Offense, Claim Or Suit** Condition (Paragraph 2. of **Section IV - Commercial General Liability Conditions**):
  - 2. **Duties In The Event Of Occurrence, Offense, Claim Or Suit**
    - e. Notice given by or on behalf of the insured, or written notice by or on behalf of the injured person or any other claimant, to any agent of ours in New York State, with particulars sufficient to identify the insured, shall be considered to be notice to us.
- D. The definition of "loading or unloading" in the **Definitions** Section does not apply.



COMMERCIAL GENERAL LIABILITY  
CG 00 62 12 02

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAR LIABILITY EXCLUSION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Exclusion i. under Paragraph 2., **Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

**2. Exclusions**

This insurance does not apply to:

**i. War**

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war; or
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

- B. The following exclusion is added to Paragraph 2., **Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability**:

**2. Exclusions**

This insurance does not apply to:

**WAR**

"Personal and advertising injury", however caused, arising, directly or indirectly, out of:

- a. War, including undeclared or civil war; or
- b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

- C. Exclusion h. under Paragraph 2., **Exclusions of Section I – Coverage C – Medical Payments** does not apply. Medical payments due to war are now subject to Exclusion g. of Paragraph 2., **Exclusions of Section I – Coverage C – Medical Payments** since "bodily injury" arising out of war is now excluded under Coverage A.



COMMERCIAL GENERAL LIABILITY  
CG 00 67 03 05

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

✓ **EXCLUSION – VIOLATION OF STATUTES THAT GOVERN  
E-MAILS, FAX, PHONE CALLS OR OTHER METHODS OF  
SENDING MATERIAL OR INFORMATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. The following exclusion is added to Paragraph 2.,  
**Exclusions of Section I – Coverage A – Bodily In-  
jury And Property Damage Liability:**

2. Exclusions

This insurance does not apply to:

**DISTRIBUTION OF MATERIAL IN VIOLATION  
OF STATUTES**

"Bodily injury" or "property damage" arising di-  
rectly or indirectly out of any action or omis-  
sion that violates or is alleged to violate:

- a. The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law; or
- b. The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
- c. Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmit-  
ting, communicating or distribution of mate-  
rial or information.

- B. The following exclusion is added to Paragraph 2.,  
**Exclusions of Section I – Coverage B – Personal  
And Advertising Injury Liability:**

2. Exclusions

This insurance does not apply to:

**DISTRIBUTION OF MATERIAL IN VIOLATION  
OF STATUTES**

"Personal and advertising injury" arising directly  
or indirectly out of any action or omission that  
violates or is alleged to violate:

- a. The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law; or
- b. The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
- c. Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmit-  
ting, communicating or distribution of mate-  
rial or information.



POLICY NUMBER: 11GPP2056800

COMMERCIAL GENERAL LIABILITY  
CG 21 44 07 98

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

✓ **LIMITATION OF COVERAGE TO DESIGNATED  
PREMISES OR PROJECT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

✓ **Premises:**

THE EMPIRE CITY CASINO AT YONKERS RACEWAY, TISHMAN PROJECT NUMBER C-0199, LOCATED AT 810 CENTRAL AVENUE, YONKERS, NEW YORK, 10704; AS FURTHER DEFINED BY THE SITE PLAN MAP ON FILE WITH THE COMPANY.

**Project:**

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

This insurance applies only to "bodily injury", "property damage", "personal and advertising injury" and medical expenses arising out of:

1. The ownership, maintenance or use of the premises shown in the Schedule and operations necessary or incidental to those premises; or
2. The project shown in the Schedule.



COMMERCIAL GENERAL LIABILITY  
CG 21 47 07 98

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EMPLOYMENT-RELATED PRACTICES EXCLUSION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. The following exclusion is added to Paragraph 2., Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability:

This insurance does not apply to:

"Bodily injury" to:

- (1) A person arising out of any:
  - (a) Refusal to employ that person;
  - (b) Termination of that person's employment; or
  - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

- B. The following exclusion is added to Paragraph 2., Exclusions of Section I - Coverage B - Personal And Advertising Injury Liability:

This insurance does not apply to:

"Personal and advertising injury" to:

- (1) A person arising out of any:
  - (a) Refusal to employ that person;
  - (b) Termination of that person's employment; or
  - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.



POLICY NUMBER: 11GPP2056800

COMMERCIAL GENERAL LIABILITY  
CG 21 53 01 96

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

✓ **EXCLUSION - DESIGNATED ONGOING OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Description of Designated Ongoing Operation(s):

✓ ALL OPERATIONS OF THE PROJECT OWNER, WITH EXCEPTION TO THEIR CAPACITY AS PROJECT OWNER, NAMED INSURED, OR ADDITIONAL INSURED AS RESPECTS TO CONSTRUCTION OPATIONS INSURED BY THIS POLICY.

Specified Location (If Applicable):

✓ THE EMPIRE CITY CASINO AT YONKERS RACEWAY, TISHMAN PROJECT NUMBER C-0199.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The following exclusion is added to paragraph 2., Exclusions of COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I - Coverages):

This insurance does not apply to "bodily injury" or "property damage" arising out of the ongoing operations described in the Schedule of this endorsement, regardless of whether such operations are conducted by you or on your behalf or whether the operations are conducted for yourself or for others.

Unless a "location" is specified in the Schedule, this exclusion applies regardless of where such operations are conducted by you or on your behalf. If a specific "location" is designated in the Schedule of this endorsement, this exclusion applies only to the described ongoing operations conducted at that "location".

For the purpose of this endorsement, "location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.